

EXHIBIT D

CITATION
STATE OF LOUISIANA

AMERICAN WESTERN HOME
INSURANCE COMPANY

vs

FOREST RIVER INC
ETAL

27th JUDICIAL DISTRICT COURT

PARISH OF ST. LANDRY

CIVIL NO. 16-C-4795-D

TO THE DEFENDANT FOREST RIVER, INC. THROUGH ITS REGISTERED AGENT FOR
SERVICE OF PROCESS, CORPORATION SERVICE COMPANY, 501 LOUISIANA AVENUE,
BATON ROUGE, LA 70802

You are hereby summoned to comply with the demand
contained in the petition/of which a true and correct copy
(exclusive of exhibits) accompanies this citation, or make
an appearance, either by filing a pleading or otherwise, in
the 27th Judicial District Court in and for the Parish of
St. Landry, State of Louisiana, within fifteen (15) days
after the service hereof, under penalty of default.

Witness the Honorable the Judges of said Court, this 14TH
day of NOV., A. D. 2016.

Issued and delivered NOV. 15, 2016


Deputy Clerk of Court

REQUESTED BY: BLAINE T. AYDELL (P1)

AMERICAN WESTERN HOME INSURANCE
COMPANY

NUMBER:

16C4799D
DIV:

VERSUS

27th JUDICIAL DISTRICT COURT

PARISH OF ST. LANDRY

FOREST RIVER, INC., CAMPING
WORLD RV SALES, LLC, AND SRVJH, INC.

STATE OF LOUISIANA

PETITION FOR DAMAGES

NOW INTO COURT, through undersigned counsel, comes Plaintiff, American Western Home Insurance Company ("American Western"), a foreign insurer, authorized to do and doing business in the State of Louisiana, which respectfully represents the following:

1.

Named defendants herein are:

- a. Forest River, Inc., a foreign corporation, authorized to do and doing business in the State of Louisiana;
- b. Camping World RV Sales, LLC (formerly doing business as "Southern RV"), a foreign limited liability company, authorized to do and doing business in the State of Louisiana; and,
- c. SRVJH, Inc. (formerly Southern RV, Inc.), a domestic corporation, authorized to do and doing business in the State of Louisiana;

which are liable unto Plaintiff for the following, to wit:

2.

At all times pertinent hereto, Michael and Mikell Marks were the owners of a certain residence located at 340 Collins Road, Opelousas, Louisiana 70570 ("Marks residence").

3.

In June 2014, Michael and Mikell Marks purchased a 2015 Prime Spartan 1234X travel trailer, identified by VIN: 5ZT3STZF9FG300179 ("subject travel trailer"), from Camping World RV Sales, LLC, or SRVJH, Inc.

4.

The subject travel trailer was manufactured, assembled, marketed and/or sold by Forest River, Inc.

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St. Landry Parish Clerk of Court

5.

On or about November 8, 2015, a fire occurred in the subject travel trailer while it was parked and unoccupied outside of the Marks residence. The fire resulted in substantial damage to the travel trailer and the Marks residence.

6.

The fire originated in the area of the subject travel trailer's electrical distribution panel ("electrical distribution panel"), which was installed and wired into the electrical system of the travel trailer by Forest River, Inc.

7.

A preliminary investigation has revealed that the fire was caused by a defect(s) existing in the wiring associated with the electrical distribution panel and/or the wiring associated with the electrical system of the travel trailer.

8.

Defendant Forest River, Inc. is liable unto Plaintiff for the following acts of negligence and/or fault:

- A. Improperly wiring the electrical system of the subject travel trailer;
- B. Improperly servicing the subject travel trailer;
- C. Manufacturing, assembling, marketing and/or selling a product which was unreasonably dangerous in construction or composition;
- D. Manufacturing, assembling, marketing and/or selling a product which is unreasonably dangerous in design;
- E. Manufacturing, assembling marketing and/or selling a product which is unreasonably dangerous because an adequate warning about the product was not provided;
- F. Failure to adequately warn users of the risks/dangers of the product subsequent to acquiring such knowledge; and
- G. All other acts of negligence and/or fault that will be shown at the trial of this matter.

9.

The subject travel trailer is defective, absolutely useless for its intended purpose and/or its use so inconvenient and imperfect that Michael and Mikell Marks would not have purchased the travel trailer had they known of the defect(s).

10.

The defect(s) existing in the subject travel trailer were known or should have been known to Defendants, Forest River, Inc., Camping World RV Sales, LLC, and/or SRVJH, Inc., but was unknown to Plaintiff.

11.

Defendants, Forest River, Inc., Camping World RV Sales, LLC, and/or SRVJH, Inc., are liable to Michael and Mikell Marks in redhibition for restitution of the purchase price and repayment of expenses occasioned by the sale, including, but not limited to, taxes, title, license fees and insurance payments, for consequential damages, attorney's fees and court costs.

12.

At all times pertinent hereto, American Western insured the Marks residence and provided coverage for the damages sustained thereto.

13.

Pursuant to the terms of its insurance policy and as a result of the fire, American Western has paid to or on behalf of its insureds, Michael and Mikell Marks, the sum of Two Hundred Forty Thousand, Six Hundred Forty-One and 24/100 (\$240,641.24) Dollars to date.

14.

American Western is subrogated legally, conventionally, and by the terms of the policy, to the rights of Michael and Mikell Marks against Defendants, Forest River, Inc., Camping World RV Sales, LLC, and SRVJH, Inc., to the extent of payments made or to be made to or on behalf of Michael and Mikell Marks.

15.

As a result of the subject fire, Michael and Mikell Marks suffered a loss in the form of a deductible in the amount of Five Hundred AND 00/100 (\$500.00) Dollars and have assigned to American Western the right to collect this amount on their behalf.

16.

Despite amicable demand, Defendants have refused to reimburse Plaintiff for its losses.

WHEREFORE, Plaintiff, American Western Home Insurance Company, prays that, after all due proceedings are had herein, there be judgment in its favor and against Defendants, Forest River, Inc., Camping World RV Sales, LLC, and SRVJH, Inc., for the sum of all damages proven

at trial, together with legal interest from date of judicial demand until paid, and for attorney's fees and all costs of these proceedings.

Plaintiff further prays for all general and equitable relief to which it may be entitled.

Respectfully Submitted By,

Hannah, Colvin & Pipes, L.L.P.
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Blaine T. Aydele
W. Ransom Pipes (Bar No. 17748)
Blaine T. Aydele (Bar No. 34430)

Please Serve

Camping World RV Sales, LLC
Through its Registered Agent for Service of Process
CT Corporation System
3867 Plaza Tower Drive
Baton Rouge, Louisiana 70816

Forest River, Inc.
Through its Registered Agent for Service of Process
Corporation Service Company
501 Louisiana Avenue
Baton Rouge, Louisiana 70802

SRVJH, Inc.
Through its Registered Agent for Service of Process
Kenneth R. Jenkins
3625 Industrial Drive
Bossier City, Louisiana 71112

St. Landry Parish Clerk of Court's Office

Filed 11-14 20 16

Abbie Brudhomme
Dy. Clerk

OPELOUSAS, LOUISIANA 11-15 20 16
This is to certify that the above is a true
and correct copy of the original on file in the
office of the Clerk of Court of St. Landry Parish.
Abbie Brudhomme
Deputy Clerk of Court